

## **EXHIBIT 5**

## INVOICE

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## Trident Steel Corporation

12825 Flushing Meadows Drive, Suite 110  
 St. Louis, MO 63131  
 Telephone: 314-822-0500 • Telefax: 314-984-8700

## INVOICE NO.

U610 -IN

INVOICE DATE 10/25/13

## Remit To: TRIDENT STEEL CORP.

Post Office Box 798279  
 Saint Louis, MO 63179-8000

ORDER NUMBER U610  
 ORDER DATE 10/23/13  
 SALESPERSON 0015  
 CUSTOMER NO 01-0002183  
 Daniel Nelson

## SOLD TO:

Calyx Energy LLC  
 6901 S. Pierce Street  
 Suite 270  
 Littleton CO 80128

## SHIP TO:

Delivered  
 Meeker, OK OSCI  
 Lincoln County, OK  
 Ship Date: 10/23/13

## CONFIRM TO:

John Podowski

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
Verbal	DEL	Meeker, OK	Net 45 Days
ITEM	QUANTITY SHIPPED	PRICE	AMOUNT

Material below is for INVENTORY.

New API Oilwell Tubing

0278650JEUEHC00	TSU			
2 7/8x6.50# J EUE HLD CLARK 00		7203.50	4.0000	28,814.00
0278650JEUEHCJT	TSU			
2 7/8x6.50# J EUE HLD CLARK JT		221.00	.0000	.00

Tallies attached.

DUE DATE 12/09/13  
 DISC. DATE

NET INVOICE 28,814.00  
 FREIGHT .00  
 SALES TAX 1,584.77  
 INVOICE TOTAL 30,398.77

\*\* NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.\*\*

EXHIBIT 5

### TERMS AND CONDITIONS OF SALE

1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.

2. **SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION.** Seller shall not be liable for any loss or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No product may be returned to Seller without prior written permission from Seller. Claims of defects in products must be received by Seller within ten (10) days from the date said products are delivered to Buyer.

3. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer agrees to the price and payment terms contained in this Invoice. Buyer agrees to pay interest on overdue balances at the rate of 1.5% per month. Buyer agrees to pay all costs and expenses (including court costs, reasonable attorney's fees and litigation expenses) incurred by Seller in connection with the enforcement of any provision of this agreement. The parties agree that the laws of the State of Missouri and the Uniform Commercial Code, as adopted by the State of Missouri, shall govern the construction, operation, performance and enforcement of this agreement, and Buyer hereby consents to the jurisdiction of the courts of the Circuit Court of St. Louis County, Missouri should any dispute arise between the parties concerning this agreement.

5. Notwithstanding the foregoing, Seller and Buyer agree that any controversy or claim arising out of this order shall be settled by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitrator arbitration proceeding administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof.